



Cloch Housing Association

Decant, Home Loss & Disturbance Policy

Policy Name	Decant, Home Loss & Disturbance
Policy Category	HM
Policy Number	046
Date Adopted	04/10/2016
Last Review	
This Review	30/11/2021
Next Review	November 2026
Equalities Impact Assessment Required	Included in Policy
Link to other policies	
Consultation	Internal
Need for Procedure	N/A

1 INTRODUCTION

- 1.1 The purpose of this Policy is to describe the Association's arrangements when tenants are required to move from their home in order to permit a repair, an improvement or an adaptation to be completed. In addition, this policy will outline when disturbance payments are made to tenants as part of a programme of planned maintenance works.

2 SCOPE AND PRINCIPLES

- 2.1 There are occasions where the Association will be required to manage the decant of individuals or groups of tenants. This will usually be undertaken when a property is in need of major repairs work or needs to be refurbished, modernised or demolished and when it is not practical, suitable or safe for the residents of these properties to remain in the affected property whilst the works are being carried out.
- 2.2 In all cases the Association will work with residents throughout the decant process to ensure that the disruption to their lives is kept to a minimum.
- 2.3 Where applicable a payment will be made to them under the following categories:
- Home Loss Payments
 - Decant Payments
 - Replacement Allowances
- 2.4 All payments including those made at the discretion of the Association may be offset either wholly or partly, against any debts owed to the Association.
- 2.5 The Association will, as far as reasonably possible, ensure existing residents can return or remain in the locality. However, this may not always be possible particularly when a scheme is being remodelled with fewer properties than originally. If this is the case the Association will work with residents to provide options for rehousing.
- 2.6 In cases where a programme of works is required within a property owned by the Association but there is no requirement for decant this policy will outline where disturbance payments may be made to tenants.

3 AIMS AND OBJECTIVES

3.1 Aims

- to minimise the number of occasions on which it is necessary to decant a tenant from their home to complete work
- to minimise the period of time for which a tenant is decanted from their home, returning them as soon as practically possible.
- to manage decant proceedings in an efficient and equitable manner
- to cause the least possible disturbance to residents who are obliged to decant on either a temporary or permanent basis
- to maximise tenant satisfaction with the process of decant and return to their home.
- to minimise decanting costs for the Association.

3.2 Objectives

- To ensure the Association meets legal requirements
- fairness in the calculation of amounts due to residents if not determined by statute, using a fair and consistent basis for the assessment of the loss or costs incurred
- make reasonable payments to residents who are being compelled to move
- providing assistance to residents who are required to move and managing and arranging the move in a responsible manner
- ensuring that accommodation is provided with similar adaptation's where an individual has particular needs and their existing home has been specially adapted
- prompt payment of compensation, making every effort to determine the amounts due as soon as possible after the event giving rise to a resident's claim
- in situations where there is clear evidence of financial hardship caused by the move interim payments will be considered

4 BACKGROUND

4.1 The Association has an ongoing programme of refurbishment and component replacement within our properties. Before embarking on a programme of works the following factors will be considered:

- Are works essential or optional?
- Is decanting necessary, or can the works be carried out around tenants?
- Will the decant be permanent or temporary? This will depend on what alternatives are available and the wishes of the tenant.
- How much money should be set aside for decanting costs?
- What is the legal entitlement of residents to compensation and will the Association make discretionary payments?
- Will vulnerable and elderly households be involved? If so extra care and possibly specialised resources may be required
- Have the implications of Health and Safety Regulations been considered?
- What consultation procedures are in place to ensure a consensual approach to the refurbishment programme?

4.2 Where legislation dictates that compensation is due, this will be made available by the Association. Other discretionary payments may be considered, however, this will only happen if a particular tenant or owner has demonstrated that they have incurred significant loss or additional expense.

5 DEFINITIONS

5.1 Decanting – is a legal definition used to explain the process where residents are required to move from their homes for repair work or demolition to be undertaken.

5.2 Permanent Decant - this is when a resident is moved out of their property and there is no intention to return them to it.

5.3 Temporary Decant - this is when a resident is moved out of their property, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity.

5.4 Home Loss Payment - this is a form of compensation that residents are entitled to claim if they are forced to leave their home in certain circumstances. It's designed to make up for the inconvenience, stress and upset caused by the move, not to cover the expenses of the move or the value of their home

- 5.5 Disturbance Payment - A disturbance payment is compensation that can be claimed where they are forced to move from their home in certain circumstances. Disturbance payments are intended to cover the expenses of moving. If a resident doesn't qualify for a home loss payment, for example because they haven't lived in the property for long enough, they may still be able to claim a disturbance payment. Disturbance payments can also be made where a programme of works is undertaken in their home where there is no requirement to leave the property. In these cases, the payment acts as a contribution to rectify decoration, flooring or other items following the works.

6 LEGAL & REGULATORY CONTEXT

- 6.1 This policy will comply with all relevant legislation and best practice guidance including:
- The Housing (Scotland) Act 1987, 2001 & 2010;
 - The Scottish Social Housing Charter.
 - The Data Protection Act 2018
 - Scottish Secure Tenancy Agreement, Short Scottish Secure Tenancy Agreement and Occupancy Agreement
 - The Land Compensation Act, 1973 - *Registered Social Landlords are obliged to make Home Loss and Disturbance Payments to tenants and homeowners if they are to be displaced due to demolition or other redevelopment proposals affecting their home.*
 - The Home Loss Payment (Specification of Amount) (Scotland) Regulations, 1989 - *this is the relevant legislation for making payments to residents. The payments are intended to compensate individuals for the upheaval and personal upset involved in an involuntary move.*
- 6.2 There is no specific legislation that relates to the payment of disturbance allowances outwith home loss situations.

7 DECANT RESULTING FROM TENANTS ACTIONS

- 7.1 The Association distinguishes between decant situations where a tenant (and household) is required to decant following action or omission by the tenant (or a member of their household) which have required the tenant (and household) to be decanted and situations where the tenant (or a member of their household) has not taken action, or omitted to take action requiring a decant, for example:
- The tenant (or a member of their household) has caused or contributed to the need for decant:
 - Deliberate fire raising within their own home or fire starting as a result of negligence
 - Deliberate flooding of their own home or flooding as a result of negligence
 - Alteration carried out by tenant (whether approved by Association or not) has caused damage to the property.
- 7.2 This list above is not a complete list, only examples. Other situations may be those where action or omission by the tenant or a member of their household results in a decant.
- 7.3 Actions taken by the tenant (or a member of their household) which result in damage or deterioration of the property may be a breach of the Conditions of Tenancy and may result in the Association taking action to recover the property through legal action.
- 7.4 Where the Association's practice will differ between tenants whose actions (or omissions) have required the decant and others, this is set out in the Policy below.
- 7.5 If, during the period of decant, information becomes available that indicates that the tenant's (or a member of their household's) actions have caused to the need for decant, costs incurred by the Association will be recovered by recharge from the decanted tenant. Where the tenant has household contents insurance they may be able to recover the costs from their Insurer.

8 BUDGET

- 8.1 The Association currently does not expect that decant will be required frequently with fewer than 2 incidents arising each year through reactive repairs and adaptations. It is not therefore required to set a budget. Where we programme works of improvement to tenant's homes that will require a number of decants we will set a budget at that time.
- 8.2 Generally, where the Association has identified a programme of works in advance tenants should not bear the cost of decanting and the Association will pay all reasonable expenses incurred (except where tenant's actions or omissions have made the decant necessary). The Association will:
- Make an offer of suitable alternative temporary accommodation,
 - Meet the direct costs of making such accommodation habitable on a temporary basis
 - Pay sufficient allowances to meet additional costs that the tenant may incur while temporarily removed from their home (except where tenant's actions or omissions have made the decant necessary) and
 - Compensate the tenant for disturbance (except where tenant's actions or omissions have made the decant necessary).
- 8.3 A total budget should be allocated and be applied per household. This will be made up of the Home Loss Payment (where appropriate) and disturbance payments. It assumes that budget provision is made for the items as listed in [Appendix 1](#) of the decant procedure which conforms to current legislation. The Association will make a disturbance payment for both moves of a temporary decant, where the tenant has been offered a 'right to return'.
- 8.4 If the tenant does not consent to decant on the terms offered by the Association, the Association may take legal action to secure temporary possession of the property and allow essential repairs to be completed. These will be the minimum necessary to enable safe occupation of the property. The Association will seek to recover the cost of any legal action from the tenant.

9 EMERGENCY SITUATIONS

- 9.1 The Housing (Scotland) Act 1987 (as amended) sets out categories of homeless persons who must be considered as having a priority need for housing and this includes a person who is homeless or threatened with homelessness as a result of an emergency such as flood, fire or any other disaster.
- 9.2 As a result the local authority (Inverclyde Council) must offer temporary accommodation to Cloch tenants and their families who are unable to remain in their homes as a result of an emergency. Clearly this will not apply where a decant is necessary as a result of planned maintenance or repair.
- 9.3 The Emergency nature of this accommodation means that it may only be used for short periods. This may be sufficient to allow repairs to be completed but if it is not, the tenant will have to move on to other decant accommodation while work is completed, in which case the Association will attempt to assist the local authority in rehousing the tenant whilst this work is undertaken.

10 ACCOMMODATION CRITERIA

- 10.1 The Association will minimise disruption to tenants by decanting them as close to their own home as possible. The availability of decant accommodation and choices that we can offer to tenants will depend on what is available at the time, although decanting in non-emergency situations may be delayed until suitable accommodation becomes available. The possible types of temporary decant accommodation for tenants are:
- Emergency accommodation provided by the local authority
 - Staying with relatives or friends
 - Association properties
 - Properties provided by other local RSL's
 - Hotel accommodation (this option is not available where decant is required as a result of tenant's actions or omissions)

10.2 Association Properties and Hotel Accommodation

The Association will prefer that tenants move to an Association property while work is completed however if such accommodation is not available and the work cannot be delayed until it is, the Association will make hotel accommodation available for the period. The standard of accommodation provided will be "Travelodge" type budget hotel accommodation. Hotel accommodation will not be offered where tenant's actions or omissions have made the decant necessary.

Where a tenant is staying in a Hotel or other accommodation with no cooking or laundry facilities the following additional payments may be made:

Allowance per adult (per day)	£15
Allowance per child under 16 (per day)	£10

10.3 The type of the property that is available and the duration of the period of decant will determine the issues to be addressed during decant at both the original and the decant address. Where the Association's own accommodation is to be used, the property should be thoroughly cleaned and cleared and be at the Lettable Standard before use.

10.4 The criteria for accommodation to be provided by the Association is as follows:

10.4.1 Where possible, tenants being moved due to redevelopment or major repairs will be allocated a property with the same number of apartments as the property in which they already live;

10.4.2 Accommodation will be allocated according to the tenant's needs which will be assessed by:

- Apartment size according to confirmed family complement;
- Location for specific reasons, such as work or school
- Tenant's stated preference

10.4.3 Properties will be wind and water-tight. Due to the low turnover of stock in particular areas within the Association's stock, accommodation from other landlords may be utilised where there is a shortage;

10.4.4 While a tenant is required to move the rent they pay shall be the same, or where the rent is less than that of the existing property then the rent payable will be the lesser;

10.4.5 Where the accommodation is for the purpose of remodelling or modernising the tenant's existing home, the tenant may be permitted to stay in the temporary decant accommodation permanently. See Section 11 of this policy.

10.4.6 Where a move has occurred to allow demolition of property to proceed or to create vacancies for a remodelling programme that will reduce the number of units available, tenants will be made an offer of permanent alternative housing as properties become available;

10.4.7 As part of the decant (either temporary or permanent), the Association will help co-ordinate and pay for the following:

- furniture removal and storage of furniture where this is required (excluding packing);
- mail redirection;
- telephone disconnection/reconnection
- gas/electrical appliance disconnection/reconnection i.e. cooker, washing machines, lifting and relaying of carpets and/or curtain and carpet alterations. Where we arrange gas disconnection/reconnection of cookers it is the tenant's responsibility to ensure their appliance meets the existing required standard. The Association's contractors cannot reconnect appliances that do not meet those legal standards;
- disconnection/reconnection of TV aerial/satellite/cable.

In most cases, the tenant will need to arrange for utilities, phones and TV contracts to be disconnected and reconnected but the Association will pay for any fees directly associated with this. The Association is usually unable to do this directly due to company's policies and Data Protection rules.

10.5 If a tenant wishes to move with no assistance from the Association, it will pay a non-negotiable one-off payment as detailed in [Appendix 1](#).

- In all circumstances tenants will need to arrange their own contents insurance;
- Where the tenant receives emergency alarm or care services or meals on wheels, we will liaise with the appropriate agency to make sure the service is transferred to the decant property and then back to the permanent property;

10.6 The Association will ensure that the decanted accommodation provided will conform to the normal letting standard of the organisation plus it will have:

- Fitted carpets;
- Vinyl floor covering in kitchen and bathroom;
- Fully operational heating and hot water system
- Blinds/Curtains
- Clean decoration

10.7 Residents who have to move due to major works will have a legal right to return.

11 REMAINING IN THE DECANT PROPERTY

11.1 The Association will consider favourably, a request to remain in the decant house under the following circumstances:

11.1.1 where the tenant meets the transfer eligibility criteria detailed in the Association's Allocations Policy; or

11.1.2 where it is deemed by the Housing Services Manager to be equivalent in type and demand as the tenant's permanent home; or

11.1.3 where the property is not equivalent but there are exceptional reasons that the tenant should be permitted to remain in the decant property, the Housing Services Manager will determine whether to grant a Management Transfer; and

11.1.4 where the decant property is not required as part of an ongoing decant programme; and

11.1.5 where the decant property has not already been pre-allocated to another tenant or applicant who has received a formal offer for the property or who cannot be allocated another property that equally suits their needs; and

11.1.6 where the tenant makes a request to remain in their temporary decant accommodation before the move takes place; or makes such a request before any work relating to their specific needs has been instructed to their original home; or

11.1.7 where the tenant makes a request to remain in their temporary decant accommodation after moving and the original house is suitable for re-letting once the major works have been completed.

11.2 Tenants who have been given permission to remain in their temporary decant accommodation or who decant permanently to another home will enter into a new Scottish Secure Tenancy Agreement for this home.

12 CHARGES DURING DECANT

- 12.1 The Association will try to decant tenants into a similar size of property to their permanent home. Tenants who are decanted should not be financially disadvantaged if temporarily decanted into a property with a higher rent and/or Council Tax charge. Tenants will continue to meet the rental obligations and Council Tax charges during the period of decant.

13. HOME LOSS AND DECANT DISTURBANCE PAYMENTS

13.1 Home Loss

13.1.1 Cloch Housing Association makes long-term strategic plans for demolition and regeneration. To ensure that clearances/demolitions are well managed, Home Loss and Disturbance Payments will only become payable when an “active clearance” designation has been approved by the Board. Similarly, Cloch will only open negotiations with homeowners in clearance areas following this designation. In exceptional circumstances, payments may be made where a tenant is forced to leave the property shortly before an active clearance is declared (e.g. tenant fleeing domestic abuse or discriminatory harassment).

13.1.2 To qualify for Home Loss Compensation:

- The tenant/homeowner must have lived in the house for which they are claiming compensation for one year as a tenant or homeowner
- Cloch may make a discretionary payment for a tenancy of less than one year where it may serve Cloch’s interests.
- The tenant/homeowner must be in occupation of the house in question on the date of the qualifying action
- The removal of the tenant/homeowner from the house must be permanent and as a direct result of Cloch’s proposals or those inherited from a stock transfer
- Application for the payment must be made within five years of actually moving out of the house as verified by the Association.
 - Tenants: There is a flat rate Home Loss Payment of £1,500 for each tenanted household. Therefore, if two or more persons are entitled to Home Loss Payment in respect of one property, the payment of £1,500 will be divided equally between them.
 - Homeowners: Homeowners are entitled to 10% of the market value of the property, as determined by the District Valuer or other professionally qualified valuer, subject to a minimum payment of £1,500 and a maximum payment of £15,000. Homeowners can appeal the amount of Home Loss to be paid to the Lands Tribunal whose decision is final.

- In the event that the tenant or homeowner who is entitled to the Home Loss Payment dies before making a claim, any member of his household who is aged 18 or over may claim provided that he/she satisfies the same residency criteria as the deceased and is a beneficiary in the estate of the deceased.

13.1.3 Home Loss Payments will normally only be paid once. This means that if the tenant receives a payment when they leave the first property, they are not entitled to another payment when they move on to other accommodation or return to the original property. However, where the tenant has been moved to temporary, interim or decant accommodation and has occupied the property for three years or more, such tenants shall qualify for a further Home Loss Payment.

13.2 Decant Payments/ Decant Disturbance Payments

13.2.1 Subject to qualifying conditions similar to Home Loss, Disturbance Payments are payable to both tenants and homeowners. Unlike Home Loss Payments, there is no statutory provision as to the amount of the payment. Section 35 of the Land Compensation (Scotland) Act 1973 merely refers to “reasonable expenses...” with the Lands Tribunal being given the task of determining any disputes. Cloch will pay a maximum of £1,000 to compensate tenants and homeowners for any reasonable expenses incurred in moving from a house due to demolition or other redevelopment proposals affecting their home. Payment will be made in form of £500 once the tenant has moved to the decant property and £500 on return to the original property. Tenants or homeowners who dispute this amount will need to provide receipts to demonstrate their ‘reasonable’ expenses.

13.2.2 There are circumstances where tenants are moved on a temporary or interim basis, for example:

- Interim move where the tenant in a clearance is awaiting new build
- Interim move to facilitate the demolition of a particular block as part of a process to clear and demolish an area whilst the tenant waits permanent rehousing
- A temporary move (decant) due to remedial work being done in the property etc.

13.2.3 The full Disturbance Payment will be made in 2 instalments as detailed in 13.2.1 above subject to keys for the vacated property being handed over to the Association.

13.2.4 For Disturbance Payments, the resident need not have lived in the property for 12 months but has to be the occupier at the time of the

decision to decant. The basis of the Disturbance Payment is to ensure the resident(s) is not financially out of pocket due to the move.

13.2.5 Examples of the items which should be covered by the disturbance payment are:

- the cost of removals and/or storage of belonging
- the cost of altering soft furnishings, i.e. refitting carpets, altering curtains and blinds and re-fixing curtain rails
- cost of providing new curtains and carpets where those from the old home cannot be adapted to fit
- disconnection and reconnection costs for existing fixtures and fittings e.g. telephone, cooker, washing machine and other plumbing
- redirection of mail for up to 3 months
- purchase of cookers if type of fuel is different in new home
- storage of any belongings not able to be taken into the new home
- costs of kennels etc. for pets if they cannot be accommodated in any temporary accommodation
- reimbursement for extra travel costs related to work or education whilst in temporary accommodation.

This list is not exhaustive and the Association will not accept additional claims for payments once the Disturbance Payments have been made.

13.3 In both instances, the Association will provide a full removal service **or** make a one off payment to the tenant as set out in [Appendix 1](#). This is to ensure that the inconvenience to the tenant is minimised and the process is effectively co-ordinated.

13.4 All payments, including those made at the discretion of the Association, may be offset, wholly or partly, against debts owed to the Association. Exceptions to this will be considered on an individual case basis.

14. REPLACEMENT ALLOWANCES

14.1 Replacement Allowances are to ensure that tenants are not significantly 'out of pocket' as a direct result of works taking place in their home. These are contributory compensation payments to reflect that particular household items, such as carpets, blinds and floor coverings, may no longer fit back into an improved house.

The intention is, therefore, to acknowledge this possible eventuality, as well as achieving consistency and fairness in the levels of payments made.

14.2 Types of allowances provided.

The following are the allowances available and the criteria for issuing them, with the amounts payable detailed in [Appendix 1](#).

13.2.1 Decoration

Where properties have been the subject of decanting arrangements and it is deemed necessary by the Property Services Officer/Clerk of Works, all rooms affected by the works will be fully decorated prior to the return of the existing tenant or allocation to a new tenant. This will be to the basic finish as per the lettable standard as detailed in the Association's Voids Policy. No allowance will be paid.

14.2.2 Window Blinds/Curtains

Where replacement windows have been installed which alter the dimensions so that the existing blinds or curtains do not fit, an allowance will be authorised to compensate for alterations to or contribute to new blinds/curtains, as the tenant desires.

14.2.3 Floor Covering Allowance – Damage to Existing

Where damage to floor covering is anticipated as part of the work, e.g. where new kitchen units are a different size from existing units leaving a gap in the floor covering, then an additional floor covering allowance may be approved.

14.2.4 Floor Covering Allowance – Wooden or Laminate Flooring and Non Slip Flooring/Tiles

Where tenants have fitted wooden or laminate flooring with the prior permission of the association (in writing) and this is unavoidably damaged during removal from the property, an additional floor covering allowance may be approved, subject to the age and relevant condition of the existing floor covering.

15 MAJOR WORKS DISTURBANCE PAYMENTS

15.1 Disturbance payments will apply in the following situations.

- Following major repair / component replacement contracts where it is anticipated that there is likely to be damage to existing decoration and/or flooring
- Where works carried out do not require decant accommodation

Examples of such works re as follows:

- Bathroom Replacements
- Heating Replacement Programme
- Replacement Kitchen Programme
- Replacement Windows
- Re-Wire of property

The above list are examples and is not exhaustive; the Property Services Manager will determine if a disturbance payment is to be made in advance of any project commencing.

- 15.2 The level of allowance for each room affected is set to reflect the degree of disturbance to the tenant as a result of the work and not the overall standard of decoration. It is a contribution towards the redecoration, which is normally the tenant's responsibility, and not intended to cover the total cost of redecoration where required.

Per Room

£50

To a maximum allowance of £200 for the complete property.

- 15.3 In exceptional circumstances and dependent on the scale of work involved the Association may pay allowances above the set levels. Such additional payment will be at the discretion of the Property Services Manager in agreement with the Housing Services Manager.
- 15.4 All payments, including those made at the discretion of the Association, may be offset, wholly or partly, against debts owed to the Association. Exceptions to this will be considered on an individual case basis.
- 15.5 All payments in this category will take the form of a voucher/card issued by the Association which can be redeemed at an appropriate outlet, for example B&Q, who are able to provide the Association with a "pre-loaded" card. Cash refunds will not be given on purchases of a lower value than the voucher.

16 APPEALS AND COMPLAINTS

- 16.1 Appeals or complaints against our operation of this policy will be processed through the Association's complaints handling procedure.

17. CONFIDENTIALITY

- 17.1 Under the Data Protection Act 2018 (incorporating the General Data Protection Regulation (GDPR)) and the Human Rights Act 1998, all personal and sensitive organisational information, however received, is treated as confidential. This includes:

- anything of a personal nature that is not a matter of public record about a resident, client, applicant, staff or board member
- sensitive organisational information Officers will ensure that they only involve other agencies and share information with the consent of the resident concerned, unless:
 - The Group is required to by law
 - The information is necessary for the protection of children

18 REVIEW

- 18.1 This policy will be reviewed every *five* years or as required to assess its effectiveness and to consider any changes required in the light of experience, new guidance, good practice, and legislation.

19 POLICY AVAILABILITY

- 19.1 This document can also be provided in large print, braille, audio or other non-written format and in a variety of languages, on request.

APPENDIX 1

1	Statutory Home Loss Payments	£1,500
2	Decant Payments (Discretionary)	£500 (<i>paid on entry to decant property</i>) £500 (<i>paid on moving back into modernised property</i>)
3a	Full removal service, Inc. removal and storage of furniture, all household items, carpets & floor coverings; redirection of mail; reconnection of telephone, TV, satellite & utilities.	This will be undertaken by the Association and will be provided for all decants (permanent or temporary); tenants can waive the provision of this service and make their own arrangements (see 3b below).
3b	Tenants making their own arrangements for removals	£400 (<i>paid on entry to decant property</i>)
4	Replacement Allowances (Discretionary payments made when moving back to modernised property only):	
	Blinds/Curtains (per blind or curtain set)	£30
	Floor Covering Allowance Damage to Existing (per carpet)	£150
	Damage to Wooden, Laminate or Floor Tiles (per flooring)	£150
	Maximum Allowance for Floor Coverings where all relevant criteria have been met	£400
5	Where a tenant is staying in a Hotel or other accommodation with no cooking or laundry facilities the following additional payments may be made:	
	Allowance per adult (per day)	£15
	Allowance per child under 16 (per day)	£10
6	Disturbance Payments – Major Works Not Requiring Decant	
	Amount per affected room	£50 (maximum allowance £200) (B&Q/ Vouchers or similar)

Amounts above will be reviewed every 5 years in line with the policy review; there are no annual inflationary increases.

Cloch Equality Impact Assessment (EqIA)

Decant, Home-Loss and Disturbance Policy

Author	Housing Services Manager
Assessor / reviewer/ implementer	All Cloch staff and Board Members
Start Date	29 th September 2021
End Date	30 th November 2021
Relevance	The purpose of this Policy is to describe the Association's arrangements when tenants are required to move from their home in order to permit a repair, an improvement or an adaptation to be completed. In addition, this policy outlines when disturbance payments are made to tenants as part of a programme of planned maintenance works.
Policy Aims	The aim of this policy is to minimise the number of occasions and the period on which it is necessary to decant a tenant from their home to complete work. In addition, it aims to manage decant proceedings in an efficient and equitable manner and to maximise tenant satisfaction with the process of decant and return to their home.to minimise decanting costs for the Association.
Available Evidence	<p>The Associations planned maintenance programme identifies all works expected to be undertaken under this policy. Our tenant database will be used where appropriate.</p> <p>The policy itself does not have an adverse impact so far as we can tell at this stage, without clear data – however some procedures and practices may have, as detailed below.</p>
Evidence Gaps	N/A
Involvement and Consultation	We consulted with staff and tenants on this policy during the review process in 2016, as there were no significant changes proposed, and it is unlikely that decants will be undertaken in coming years this policy was not put out for consultation again in 2021.

What is the actual / likely impact?	The policy itself does not have an adverse impact so far as we can tell at this stage, however residents who might face an adverse impact as a result of this policy in relation to the decant process itself e.g. elderly, those with young children and those with disabilities are aware of the support available to them through open communication.
Address the Impact	Support provided by the Association's Housing Services and Property Services teams to assist tenants with the process and signposting to other relevant agencies.
Monitoring and review	This policy is on a 5-year cycle.
Action Plan	N/A
Decision Making and Quality Control	Housing Services Manager, Property Services Manager, Director, Housing and Property Services Sub-Committee